

**LABOR AGREEMENT**

**Between**

**DODGE COUNTY**

**and**

**DODGE COUNTY SHERIFF'S OFFICE SWORN EMPLOYEES  
Local 120, Labor Association of Wisconsin**

**January 1, 2020 to December 31, 2020**

## TABLE OF CONTENTS

COVER PAGE .....	1
TABEL OF CONTENTS .....	2
ARTICLE I: AGREEMENT/INTRODUCTION.....	3
ARTICLE II: RECOGNITION AND DUES DEDUCTION.....	3-4
ARTICLE III: MANAGEMENT RIGHTS.....	4
ARTICLE IV: CONDUCT OF BUSINESS.....	4-5
ARTICLE V: HOURS OF WORK AND OVERTIME.....	5-8
ARTICLE VI: PROBATIONARY PERIOD.....	8-11
ARTICLE VII: WAGES AND LONGEVITY.....	11-12
ARTICLE VIII: INSURANCE AND RETIREMENT.....	12-13
ARTICLE IX: HOLIDAYS.....	13-14
ARTICLE X: VACATIONS.....	14-15
ARTICLE XI: SICK LEAVE.....	15-16
ARTICLE XII: LEAVE OF ABSENCE.....	16-18
ARTICLE XIII: TERMINATION OF BENEFITS.....	18
ARTICLE XIV: SENIORITY RIGHTS.....	18-21
ARTICLE XV: GRIEVANCE PROCEDURE.....	21-22
ARTICLE XVI: UNIFORM ALLOWANCE.....	22-23
ARTICLE XVII: MILEAGE REIMBURSEMENT.....	23
.ARTICLE XVIII: EDUCATIONAL REIMBURSEMENT.....	24
ARTICLE XIX: STRIKE OR LOCKOUT.....	24
ARTICLE XX: MISCELLANEOUS.....	24
ARTICLE XXI: COURT SECURITY OFFICERS.....	25-26
ARTICLE XXII –TERMINATION AND DURATION.....	26-27
APPENDIX "A".....	28

## **ARTICLE I AGREEMENT/INTRODUCTION**

This agreement entered into effect the 1st day of January, 2020, by and between the County of Dodge, Wisconsin, hereinafter referred to as the "Employer" and the Dodge County Sheriff's Office Sworn Employees, Local 120 of the Labor Association of Wisconsin, hereinafter referred to as "Association".

WHEREAS, it is intended that the following Agreement shall be an implementation of the provisions of Section 111.77 of the Wisconsin Statutes, consistent with that legislative authority, which devolves upon the County of Dodge, the statutes and, insofar as applicable, the rules and regulations relating to or promulgated by the Civil Service Ordinance.

WHEREAS, both of the parties to this Agreement are desirous of protecting and promoting the interests of the general public and of reaching an amicable understanding with respect to the Employer/ Employee relationship which exists between them and to enter into an Agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, the parties hereto reached the following Agreement:

## **ARTICLE II RECOGNITION AND DUES DEDUCTION**

- 2.1 The County agrees to deduct monthly dues in the amount certified by the Labor Association of Wisconsin (Association) from the pay of employees who individually sign a dues deduction authorization form provided by the County where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the Association dues.
- 2.2 The Employer will deduct dues pursuant to this Agreement as follows.
  - 2.21 It shall be the employee's responsibility to sign the dues deduction authorization form and provide the signed form to the County and Association no less than 30 days prior to the date in which dues deductions are to commence. The County shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the Association or Local Association if applicable. With respect to newly hired employees, such deductions will commence in the month following completion of the probationary period.
  - 2.22 Authorization of dues deduction by a member may be revoked upon notice in writing to the County, Association, or to the Local

Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

- 2.23 No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with either the Association or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.
- 2.24 It is expressly understood and agreed that Association and the Local Association will refund to the County or the employee involved any dues erroneously deducted by the County and paid to Association and/or the Local Association. The Association and the Local Association shall indemnify and hold the County harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the County, including all costs of defense and attorney's fees, which may arise out of action taken or not taken by the County's compliance with this Article.

### **ARTICLE III MANAGEMENT RIGHTS**

- 3.1 Except as hereinafter provided, the Employer shall have the sole and exclusive right to determine the number of Employees to be employed, the duties of each of these Employees, the nature and place of their work and all other matters pertaining to the management and operation of the County, including the hiring, promoting, transferring, demoting, suspending or discharging for cause of any Employee. This shall include the right to assign and direct Employees, to schedule work and to pass upon the efficiency and capabilities of the Employees and the Employer may establish and enforce reasonable work rules and regulations. Further, to the extent that rights and prerogatives of the Employer are not explicitly granted to the Association or Employees, the Employer retains such rights. However, the provisions of this Section shall not be used for the purpose of undermining the Association or discriminating against any of its members.

### **ARTICLE IV CONDUCT OF BUSINESS**

- 4.1 The Association shall keep the Employer informed in writing of its selection of officers and members who are qualified to represent the Association.
- 4.2 The Association agrees to conduct its business off the job, except as hereinafter provided. This Article shall not operate in any manner that would prevent a steward from the proper investigation and processing of any grievance in accordance with the procedures outlined in this Agreement or to prevent certain routine, reasonable business such as the posting of the Association notices and bulletins.

- 4.3 The Employer hereby agrees that reasonable time spent in the investigation, processing and presentation of grievance during regular working hours shall not be deducted from the pay of delegated representatives of the Association. "Reasonable time" for these purposes shall be approximately fifteen (15) minutes to one-half (1/2) hour per grievance and shall be inclusive of one (1) Association official and grievant.
- 4.4 A member of the Association Bargaining Committee who attends any schooling sponsored by the Association shall be granted leave time.
- This shall include only one (1) member per division at any one time and only upon two (2) weeks prior notice to the Employer. Such time off shall be without pay and shall not exceed five (5) days per year.
- 4.5 Business agents or representatives of the Association having business with the officers or individual members of the Association may confer with such officers or members during the course of the workday for reasonable periods of time as above defined, provided that notice is first given to the supervisor immediately in charge of such officers or member.
- 4.6 The Employer agrees to provide and allow the Association use of bulletin board space in a designated area in the work location.

## **ARTICLE V HOURS OF WORK AND OVERTIME**

### **5.1 Workday**

The regular workday shall consist of eight (8) consecutive hours.

### **5.2 Work Schedule**

The regular work schedule shall consist of four (4) consecutive workdays; followed by two (2) consecutive days off. This cycle shall then be repeated.

5.21 An Institution Detective shall work Monday through Friday.

- i. Detectives. Detectives may be assigned an alternative work schedule of five days on shift two days off shift or a shift rotating five days on shift, two days off shift, five days on shift, two days off shift, four days on shift, three days off shift in variants thereof (for example, 5-2, 4-3, 5-2, or 4-3, 5-2, 5-2). Detectives assigned to the 5-2 schedule or rotating shift schedule shall be scheduled to a normal work schedule with hours beginning and ending between 7:00 a.m. and 6:00 p.m. and subject to flexing between these hours. Detectives shall be scheduled off for holidays on County recognized holidays and shall be subject to call back on a rotation coverage schedule during holidays and off days based on Department policy and with a

response time not to exceed one hour. A rotation schedule shall be created for weekend and holiday coverage, and employees may trade coverage responsibility after providing notice to the Lieutenant of Detectives. Weekday coverage shall be subject to the all call process. The rotation coverage schedule shall include the ability for Detectives to select off days, in increments of two consecutive days at a time, in order based on seniority. Prior to the end of the Detective's shift for the week, the Detective shall inform the Lieutenant of Detectives or designee of the Detective's availability during off days. Holiday coverage shall be selected based on seniority. Detectives shall receive call-in pay at a rate of two hours of overtime pay (which can be converted to compensatory time) for calls for investigative services during off-duty hours that will result in the Detective being assigned to the complaint and possible follow up at a later time. When the Detective responds to the scene or takes over the case, normal overtime compensation shall apply. All such overtime shall be subject to approval by the supervisor on duty.

- ii. Specialized Unit Assignments. Employees shall not be ordered/mandated to be a part of any "Specialized Unit" on a permanent basis without the Employee's approval. However, where an immediate need is determined by management, management reserves the right to assign an employee to the "Specialized Unit" on a temporary basis. Employees who are current members of "Specialized Unit" shall have the ability to resign their position on that unit and that resignation will be accepted at reasonable time as determined by mutual agreement between the employee and management. Employees assigned to a specialized unit, such as SWAT, CIT, Fatal Vision, K-9, Cadet Advisors, Community Outreach, Victim Impact Panel, Instructors, Citizens Academy, Interdiction, Rec Patrol, Honor Guard, Town Liaisons, or Fair, shall be subject to the following provisions when performing work in the specialized unit assignment. With approval of a supervisor, the employee shall adjust the employee's work schedule to accommodate work related to the specialized unit assignment so that work can be performed at straight time. Response to an activation of the specialized unit for an emergency call-in shall be at the overtime rate if the employee is not scheduled to work or flexing the work schedule to accommodate work related to the specialized unit assignment. With approval of a supervisor, specialized unit assignment work may be performed outside of scheduled work time at straight time. All training time pertaining to the specialized unit assignment shall be at straight time. Hours worked shall continue to be subject to overtime under applicable law for hours worked in excess of 171 hours in a 28 day work period.



- 5.22 Transport officers will work eighty (80) hours biweekly with eight (8) hour call out notice and shifts will be flexible.
- 5.23 All present shift schedules will be maintained. Any changes will be by negotiated agreement between management and the Association. If agreement cannot be reached, changes will not be implemented.
- 5.24 Swat Team members shall be paid three hundred (\$300.00) dollars per year for their services on this special squad.

### 5.3 **Time and One-Half**

Employees shall receive one and one-half (1-1/2) times their straight time hourly rate for all hours worked in excess of their normal, regular scheduled workday except for the following:

- 5.31 Any Employee who works for more than eight (8) hours in any twenty-four (24) hour period at his/her own request and who is not required to do so by the Employer shall not be entitled to overtime for such work.
- 5.32 Officers participating in the One on One Squad Program may be called to duty one (1) hour prior to and held over one (1) hour after their scheduled shift at their straight time rate.
- 5.33 **Continuation of Duty** - If a One on One officer, while working regularly scheduled shift, is given an assignment that would require him/her to work beyond their normal shift, hours will be eligible for overtime pay. This shall not apply to assignments that are anticipated to be less than one hour in duration, for example, escorts, special traffic enforcement, traffic control or prisoner transports.
- 5.34 Compensatory time may be accumulated into a running account up to a maximum of two hundred forty (240) hours each year. All hours accumulated above the maximum will be paid out on the next appropriate check. All compensatory time accounts will be paid out to the Employees on the last paycheck date in December and/or compensatory time must be scheduled for and used on or before December 31st of each year in order to bring the compensatory time accounts to zero. Employees will not be allowed to earn any compensatory time in the month of December and will be paid.

### 5.4 **Call-In**

Employees that respond to recall by the Sheriff or designated department head to work outside of the regular schedule shall receive a minimum of two (2) hours at time and one half (1-1/2).

- 5.41 Call-in pay does not apply to hours worked consecutively prior to or subsequent to the Employee's regular schedule of hours. Consecutive hours prior to and after the Employee's regular schedule of hours shall be considered no more than two (2) hours before or after said shift.
- 5.42 Employees, upon request, may start their shift earlier or later than normally assigned upon mutual agreement of the Employer and Employee; and in those cases, the call-in pay or overtime shall not apply.
- 5.43 Employees who are not notified within twenty-four (24) hours to cancel an already assigned case shall receive the two (2) hour minimum call-in pay and shall not be required to report in to work until the start of their regular shift.
- 5.44 Officers participating in the One on One Squad Program may be called to duty one (1) hour prior to and held over one (1) hour after their scheduled shift at their straight time rate.

**5.5 Night Shift Premium**

- 5.51 An Employee shall receive an additional \$0.30 per hour for each hour worked whose regular scheduled shift commences between 3:00p.m. and 10:59 p.m.
- 5.52 An Employee shall receive an additional \$0.40 per hour for each hour worked whose regular scheduled shift commences between 11:00p.m. and 6:59 a.m.
- 5.53 Employees who are scheduled on a rotating shift shall receive an additional twenty cents (\$0.20) per hour.
- 5.6 An employee may, upon approval of Management, switch work hours with another Employee of equal rank; provided, however, it does not result in any overtime. Employees, rather than working back the hours as indicated above, shall be allowed to use their accumulated compensatory time to pay back said time. Sergeants and Corporals, for the purpose of this Section only, shall be considered of equal rank.

**ARTICLE VI  
PROBATIONARY PERIOD**

- 6.1 Except as provided in Section 6.8 all newly hired Employees shall serve a one (1) year probationary period. The one year probationary period shall start when the employee



begins Phase I of the FTO program. During said probationary period, they shall not attain any seniority rights. The probationary period of one (1) year shall be extended to cover any unpaid leave of absence.

- 6.2 Upon completion of said probationary period, Employees shall be granted seniority rights from the date of original hire. Notice of satisfactory completion of probation shall be given to the Employee and his personnel file shall so note.
- 6.3 Upon completion of the (6) months of the probationary period of employment following the start of Phase I of the FTO program, Employees shall be advanced one (1) increment on the Salary Schedule and shall be advanced an additional increment each year thereafter until they reach the maximum.
- 6.4 Except as provided in Section 6.8 during the probationary period, Employees shall be entitled to all fringe benefits specified elsewhere in this Agreement. Employees shall not, however, be entitled to use paid sick leave the six months (6) of employment following the start of Phase I of the FTO programs; but upon completion of the six (6) months following the start of Phase I of the FTO program, Employees shall be credited with (6) days of sick leave.
- 6.5 An Employee who has been awarded a posted bargaining unit position shall serve a trial period of thirty (30) working days. During such trial period, either the Employer or the Employee may request that the Employee be returned to his former position.
- 6.6 Upon promotion to a higher classification, an Employee's rate of pay shall be increased to a minimum rate of the higher classification. If the Employee's present rate meets or exceeds the minimum rate for the higher classification, the Employee's rate of pay shall be increased to the next step in the new classification that is higher than his present rate regardless of the length of time since the last wage increase received by the Employee.
- 6.7 When an Employee is demoted or accepts a position in a lower classification, the individual shall be placed in the step of the classification that will result in the least amount of decrease in pay.
- 6.8 Deputy in training. The following language shall govern non-certified employees who will be or are attending the Academy prior to beginning Phase I of the FTO program.
- 6.81 Wages. Sections, 7.1 and 7.2 of Article VII, Wages and Longevity and Appendices A through F shall not apply to the Deputy-in-Training position. The hourly wage paid to the Deputy-in-Training position shall be seventy percent (70%) of the Deputy Sheriff starting pay. Sections 7.1 and 7.2 of Article VII, Wages and Longevity and Appendices A through F shall apply to an individual serving in the Deputy-in-Training position after the individual successfully completes the Academy and on their first day on full duty as a Deputy Sheriff.
- 6.82 Hours of Work and Overtime. Article V, Hours of Work and Overtime shall not apply to the Deputy-in-Training position. The Deputy-in-Training position shall be a full-time

position, earning overtime at time-and-one-half the position's regular hourly rate of pay for each hour worked beyond 171 hours in a 28 day work period, in accordance with 29 C.F.R. § 553.201(7)(k). The Sheriff shall set hours of work. The position shall not be eligible for contractual overtime, call-in pay, shift differential or any other pay differential encompassed in Article V, Hours of Work and Overtime. Article V, Hours of Work and Overtime shall apply to an individual serving in the Deputy-in-Training position after the individual successfully completes the Academy and on their first day on full duty as a Deputy Sheriff.

- 6.83 Longevity. Section 7.3 and subsections 7.31 through 7.34 of Article VII, Wages and Longevity shall not apply to the Deputy-in-Training position, meaning individuals serving in a Deputy-in-Training position shall neither receive longevity payments nor begin accruing service time toward longevity payments. Individuals serving in the Deputy-in-Training position shall become eligible to start accruing service time toward longevity payments and receiving longevity payments under Section 7.3 and subsection 7.31 through 7.34 of Article VII, Wages and Longevity after the individual successfully complete the Academy and on their first day on full duty as a Deputy Sheriff.
- 6.84 Deputy Sheriff Probationary Period. Section 6.1 of Article VI, Probationary Period shall not apply to the Deputy-in-Training position, meaning the Deputy Sheriff probationary period for each individual serving in the Deputy-in-Training position shall not begin tolling until after the individual successfully completes the Academy and on their first day on full duty as a Deputy Sheriff.
- 6.85 Deputy-in-Training Probationary Period. Individuals serving in the Deputy-in-Training position shall be on probation from the date of hire through the entirety of their enrollment at the Academy and on their first day on full duty as a Deputy Sheriff, which means that such individuals serve the County as at-will employees not subject to just cause protections under Chapter 59 of the Wisconsin Statutes and as probationary under Section 6.1. Such probation period shall be separate and apart from the one-year probationary period served by Deputy Sheriffs under the Section 6.1 Probationary Period.
- 6.86 Seniority. With regard to the commencement of Union Seniority for an individual serving in the Deputy-in-Training position, the terms "original date of hire" and "date of hire" utilized in Section 6.2 of Article VI, Probationary Period and Section and Section 14.3 of Article XIV, Seniority Rights, respectively, shall mean the date a Deputy-in-Training serves their first day on-duty as a Deputy Sheriff. Commencement of County Seniority for an individual serving in the Deputy-in-Training position shall begin the first day of such individual's employment with the County as a Deputy-in-Training.
- 6.87 Holidays. Article IX, Holidays shall not apply to the Deputy-in-Training position. The Deputy-in-Training position shall be relieved from their attendance and participation in the Academy in accordance with Academy policy and regulations. To the extent a Deputy-in-Training is required to attend or participate in Academy-mandated events or other approved work on a legal holiday listed under Section 9.1 of Article IX, Holidays, the Deputy-in-Training shall be paid at their regular rate of pay for hours worked on such holiday. Article IX, Holidays shall apply prospectively to an individual serving in the

Deputy-in-Training position after they successfully complete the Academy and on their first day on full duty as a Deputy Sheriff.

- 6.88 Vacation and Sick Leave. Article X, Vacations and Article XI, Sick Leave shall apply to the Deputy-in-Training position, meaning an individual serving in the Deputy-in-Training position shall begin to accrue and may only utilize vacation and sick leave if permitted in accordance with the aforementioned Articles and Section 6.4. However, to the extent an individual serving in the Deputy-in-Training position utilizes vacation or sick leave while attending the Academy, such individual must be cognizant of the fact that the use of excess vacation or sick leave may cause such individual to not complete the Academy within the timeframe set forth by the County, which could result in termination of such individual's employment with the County.
- 6.89 Leaves of Absence. Article XII, Leave of Absence shall not apply to the Deputy-in-Training position. An individual serving in the Deputy-in-Training position shall be granted a leave of absence only in accordance with applicable law and as determined by the County. Article XII, Leave of Absence shall apply to an individual serving in the Deputy-in-Training position after they successfully complete the Academy and on their first day on full duty as a Deputy Sheriff.
- 6.90 Uniform Allowance. Article XVI, Uniform Allowance shall not apply to the Deputy-in-Training position. Article XVI, Uniform Allowance shall apply in a prorated manner to an individual serving in the Deputy-in-Training position after they successfully complete the Academy and on their first day on full duty as a Deputy Sheriff.
- 6.91 Transition from Deputy-in-Training to Sworn Law Enforcement Officer. An individual serving in the Deputy-in-Training position shall not be eligible to continue employment with the County beyond their attendance at the Academy if they fail to successfully complete the Academy within the time parameters set forth by the County.

## **ARTICLE VII WAGES AND LONGEVITY**

- 7.1 The classifications and wages covered by this Agreement are contained in Appendix A.
- 7.2 New Employees shall be hired at the starting step of their job classification and shall progress through the rate range in accordance with their length of service.
- 7.21 The County shall determine the starting wage rate and amount of vacation due to a qualified ~~experienced law enforcement officer~~ applicant. The County may hire external experienced law enforcement officer applicants and set initial compensation and vacation at a higher step than the lowest wage rate and lowest vacation rate under Section 10.1, as determined in the discretion of the Human Resources and Labor Negotiations Committee or designee, but shall not exceed the applicant's actual prior years of

full-time law enforcement service or the existing wage and vacation accrual schedules in the applicable current collective bargaining agreement. The qualified applicant shall then track on the wage and vacation schedules for future accruals and step adjustments.

7.3 **Longevity.** All Employees covered by this Agreement shall be entitled to longevity pay in accordance with the following schedule and conditions:

7.31 Employees who have completed sixty (months) of continuous service shall, beginning on the sixty-first (61st) month, become entitled to longevity pay at the rate of ten dollars (\$10.00) per month.

7.32 On each anniversary date of employment thereafter, Employees shall become entitled to additional longevity pay in the amount of one dollar and twenty-five cents (\$1.25) per month for each additional year of continuous service up to a maximum of thirty-three dollars and seventy-five (\$33.75) per month beginning with the two hundred eighty-eighth (288th) month of service.

7.33 Eligibility for longevity payments shall be determined as of November 1st of any calendar year. Longevity payments shall be made on an annual basis between December 1 and December 10 of each year to all Employees who are on the payroll as of that time.

7.34 In the event that an eligible Employee should retire or die, his/her heirs shall receive longevity payments due as of the last date of employment and said payments shall be made at the time of retirement or death.

7.4 Employees will be paid by direct payroll deposit.

## **ARTICLE VIII INSURANCE AND RETIREMENT**

8.1 **Health Insurance.** Effective January 1, 2020, the County will pay eighty-nine and one half percent (89.5%) of the premium rate of the lowest cost qualified health care coverage plan offered by the County to the employees for either single or family coverage.

8.11 Employees who retire or upon death of the Employee, the Employee's spouse and eligible dependents shall be allowed to continue in the group health insurance program; provided they qualify and meet all plan eligibility requirements, pay the premiums in advance to the County or as required by the plan, and participate in all parts of Medicare as soon as eligible.

8.2 **Dental Insurance.** The County will continue dental insurance with a maximum limit of \$1,000.00 per participant per calendar year; no

deductibles; 100% payment of diagnostic, preventative, ancillary and regular restorative; 80% payment of oral surgery, endodontics, periodontics; and 50% payment of precious metal, prosthodontics and orthodontics with a separate \$1,000.00 lifetime maximum per participant. The County agrees to pay a flat payment that reflects the same amount paid by all eligible County employees.

8.3 **Life Insurance.** The County will continue to participate in a life insurance program with present benefits and to contribute its required share of the program.

8.31 The County will offer a Spouse and Dependent Life Insurance plan with the cost to be paid entirely by the Employee.

8.32 The County will offer an additional Life Insurance plan under which an Employee eligible for the basic plan may double the amount of coverage with the additional cost to be paid entirely by the Employee.

8.4 **Voluntary Long-term Disability.** Employees will be allowed to enroll in a voluntary long-term disability plan and pay their premiums through payroll deduction. The employee shall pay the full premium.

8.5 **Wisconsin Retirement Fund.** Each eligible employee, as determined by applicable law, shall be a participant of the Wisconsin Retirement Fund as provided by Wisconsin Statutes and rules established by the Wisconsin Retirement Fund Board. Employees hired on or after July 1, 2011 will be required to pay the same percentage of wages as "general employees" are required to pay.

Effective January 1, 2020 Employees hired prior to July 1, 2011 will pay 5.5%.

## ARTICLE IX HOLIDAYS

9.1 Each Employee shall be granted the following holidays off with pay:

New Year's Day	Thanksgiving Day
Spring Holiday (Friday before Easter)	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

9.2 Holiday pay shall be based upon eight (8) hours pay for each day, however employees will be permitted to take holiday time in four (4) hour increments with the prior approval



of management. For the purposes of this section, 'holiday time' refers to the holiday hours made available for the employee at the beginning of the calendar year.

- 9.3 Employees required to work on a holiday will be paid time and one-half (1 ½) for hours worked plus a compensatory day off or eight (8) hours pay at the Employee's option. The compensatory day is to be selected by the Employee, subject to the approval of the Sheriff or his/her delegated assistant.
- 9.4 Employees who normally work Monday through Friday shall observe holidays falling on a Saturday or Sunday on the dates designated by the County for other County employees.

## **ARTICLE X VACATIONS**

- 10.1 Regular full-time Employees shall earn paid vacations based upon their anniversary date of employment in accordance with the following schedule:
- After one (1) year of employment - two (2) weeks vacation
- After seven (7) years of employment - three (3) weeks vacation
- Commencing with the fourteenth (14th) anniversary date of employment, Employees shall earn one (1) additional day of vacation for each additional year of employment up to a maximum of five (5) weeks of vacation after twenty-three (23) years of employment.
- 10.2 Vacation pay shall be based upon his/her weekly earnings. Five (5) working days shall equal one (1) week of vacation.
- 10.3 Vacations may be taken one (1) day at a time.
- 10.4 The number of Employees on vacation within a given classification at one time shall be determined by the Sheriff or his/her delegated assistant.
- 10.5 Choice of vacation time within a given classification shall be selected for periods of one (1) week at a time based upon divisional seniority.
- 10.6 Vacation schedules shall be posted by the previous December 1st of each year.
- 10.7 Employees must take all their vacation days off within twelve (12) months of the anniversary date they are earned.
- 10.8 If termination occurs prior to one (1) full year of employment, the Employee is not eligible for vacation.



- 10.9 An Employee on vacation may switch to sick leave while on vacation or use sick leave following vacation, providing the Department is notified immediately and there is a doctor's verification of illness.
- 10.10 Employees shall be allowed to use the equivalent of 2 weeks of vacation time immediately preceding their retirement date provided the employee provides written notice of their date of retirement no later than 60 days prior to the use of the 2 weeks of vacation. Such vacation time shall not count towards the maximum number of employees allowed off per shift, per day.

## **ARTICLE XI SICK LEAVE**

- 11.1 All permanent Employees shall be entitled to paid sick leave, which is earned on the 15<sup>th</sup> of each month. Sick leave shall accumulate at the rate of one (1) day for each month of regular full-time employment (including the probationary period) up to a maximum of one hundred twenty (120) days.

11.11 Employees who have accumulated the one hundred twenty (120) days of sick leave shall continue to earn sick leave, which shall be placed into their emergency sick leave bank. These banked days may be used if the Employee has exhausted his or her normal sick leave and is under a verified doctor's or chiropractor's care for serious illness or injury. Accumulation of days for the emergency bank shall be effective as of January 1, 1979. Days in the emergency sick leave bank shall not be subject to the payout provision in Section 11.4

- 11.2 Sick leave benefits shall be paid at the regular hourly rate received by the Employee at the time of illness or injury. Sick leave benefits shall be paid up to the extent of an Employee's accumulation of all bona fide injury or illness, excepting only those cases for which an Employee would be entitled to receive Worker's Compensation benefits
- 11.3 A doctor's or chiropractor's certificate may be required to substantiate the use of sick leave.
- 11.4 Except for discharge for just cause, Employees who terminate employment shall be paid out of their accumulated sick leave as follows:

After five (5) years of service	20%
After ten (10) years of service	30%
After fifteen (15) years of service	50%
After twenty (20) years of service	60%

Upon death, such amount shall be paid into the Employee's estate.

- 11.5 The County of Dodge will provide for conversion of accumulated sick leave, as stipulated in Section 11.4, at the Employee's option to a credit, which will be used to pay for monthly health insurance premiums for an Employee and any eligible dependents after his/her retirement/death.

When said Fund is depleted, the Employee or spouse may continue in the program, provided he/she pays the amount of the premium to the County in advance and participates in all parts of Medicare as soon as eligible. If the Employee options to take payment, the payment will be in a lump sum.

During the period of time that Dodge County participates in the Wisconsin Public Employers' Group Health Insurance Plan, employees who retire and/or dependents must meet eligibility and participation requirements established by the state health plan.

As part of this agreement the County will recommend to the County Board to extend the current PEHP plan through 12/31/2020.

- 11.51 Employees who terminate employment with Dodge County between January 1, 2020 through December 31, 2020, and who are eligible to receive a retirement annuity under the provisions of the Wisconsin State Retirement Plan, will have eighty percent (80%) of their accumulated sick leave (up to the contract maximum of 120 days) placed into a deposit account designated by the County, which shall be a post-employment health plan if available. The money in that account shall be restricted to the payment of insurance premiums. If the Employee dies prior to the depletion of the account, then the surviving spouse and/or dependents who are participating in the retiree's insurance plan must use the remaining monies in the account for insurance premiums. There can be no exceptions to this policy for persons eligible to retire during the term of this agreement or the tax-exempt status of any and all funds set aside in such deposit accounts will be negated. If the retired Employee and his or her eligible dependent(s) should die prior to the depletion of the account, the remaining monies in the account will be divided equally among other retirees who have monies in deposit accounts created under the provisions of this section.
- 11.6 An Employee eligible for sick leave may be authorized to use sick leave up to three (3) days with pay due to illness or injury to the immediate family (spouse, children, or parent of the Employee) that would require the presence of the Employee on prior written request of the physician. Under special circumstances and approval of the Department head, an Employee may be granted additional sick leave up to three (3) more days.
- 11.7 If the Employee dies prior to termination or retirement, payment will be made to the employee's estate in the same percentages as provided in paragraph 11.4.

## **ARTICLE XII LEAVE OF ABSENCE**

- 12.1 Leaves of absence without pay for periods not to exceed six (6) months in any one (1) year may be granted by the Employer to any full-time Employee upon written request of the Employee. Upon expiration of the leave of absence, the Employee shall be entitled to be

reinstated to the position in which he/she was employed at the time the leave was granted or a position of comparable classification providing there is such a vacancy.

- 12.11 Seniority shall continue to accrue during the first calendar month of any approved leave of absence.
  - 12.12 Employees on approved leave of absence shall not, as a condition of such leave, seek or accept employment elsewhere.
  - 12.13 Any leave of absence granted by the Employer shall be evidenced in writing.
  - 12.14 During an unpaid leave of absence, there shall be no additions to an individual's vacation or sick leave benefits.
- 12.2 **Maternity Leave.** A leave due to pregnancy shall be treated the same as a medical leave as defined in Article 12.6 of this Agreement.
- 12.3 **Military Leave.** Leaves of absence without pay shall be automatically granted all full-time Employees who are called or volunteer for military service, providing the application for re-employment is made within ninety (90) days of discharge.
- 12.31 Existing Employees serving in the National Guard or other branches of the Armed Forces shall be entitled to not more than two (2) weeks (ten [10] days) leave of absence without pay in any one (1) year while on active duty; providing the Employee turns in his/her check stub for pay received from the military during this period, excluding expenses and pay received for holidays, Saturdays and Sundays and said Employee will receive the amount over the above the military pay amount equal to the gross amount of their regular pay.
- 12.4 **Jury Duty.** Employees called for jury duty shall be entitled to receive lost pay; provided that they deposit any compensation received for such duty, excluding mileage allowance, with the Employer and receive a receipt for said deposit.
- 12.5 **Bereavement Leave.** Employees shall be entitled to up to three (3) days of bereavement leave in the event of the death of an Employee's spouse, child, parent, brother or sister. Two (2) days of bereavement leave shall be allowed in the event of the death of an Employee's stepparent or stepchild. One (1) day of bereavement leave shall be allowed in the event of death of an Employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild of Employee or spouse. If additional leave time is required beyond that specified in this Section, such additional leave may be taken and deducted from the Employee's sick leave, compensatory time or vacation accumulation.
- 12.6 **Medical Leave.** An Employee who has exhausted his/her sick leave accumulation and is unable to return to work due to illness or injury shall be granted, upon written request to the Department in charge accompanied by a physician's or chiropractor's certification

stating that the leave is necessitated by the disability of the Employee, a leave of absence for a period not to exceed (6) months. A physician's or chiropractor's certificate may be required from time to time to substantiate the need for continuing a leave of absence.

- 12.61 While on approved medical leave of absence as per Section 12.6 of this Agreement, the Employer shall continue to pay toward health insurance as provided in Section 8.1 and group life insurance for those Employees who have exhausted their sick leave and compensatory time and are still unable to return to work for up to six (6) months.

### **ARTICLE XIII TERMINATION OF BENEFITS**

- 13.1 Employees who properly terminate their employment shall receive pay for all accrued vacation, holidays and compensatory time which is due them on the date of termination; provided that at least two (2) weeks written notice is submitted and provided further that the Employees are not terminated for just cause.
- 13.2 Employees who retire or become disabled and are eligible to receive Wisconsin Retirement Fund annuity or Social Security shall receive pay for all accrued vacation, holidays or compensatory time.
- 13.21 The heirs of Employees who die shall receive all of the above referred to termination pay plus their regular pay for the balance of the month during which they die.

### **ARTICLE XIV SENIORITY RIGHTS**

- 14.1 It shall be the policy of the Employer to recognize seniority.
- 14.2 There shall be three (3) types of seniority: Countywide, Classification and Bargaining Unit.
- 14.3 Countywide Seniority shall be defined as the length of time that an Employee has been employed, dating from his/her most recent date of hire and excluding any unpaid leaves of absence except as hereinafter provided.

Classification Seniority shall be defined as the employee's total length of continuous service in a classification since his/her date of assignment to that classification. Shift changes may be posted for a shorter period with the approval of the Association. One posting will be utilized to fill all vacancies created initially on a specific shift by one position opening.

Bargaining Unit Seniority shall be defined as the length of time that an Employee has been a sworn employee of the Dodge County Sheriff's Office.

14.4 Countywide Seniority shall apply in lay-offs and recall from lay-offs.

Classification Seniority shall apply for shift selections and vacation selections for each shift as herein provided.

Bargaining Unit Seniority shall be used as a consideration in promotions and transfers but shall not be the sole basis on which promotions or transfers are granted.

When a vacancy occurs for a Deputy Sheriff, then a Detective or a Sergeant who wishes to self-demote to a Deputy Sheriff may request to move down to the Deputy Sheriff rank and bargaining unit seniority shall be the sole basis in which these are granted, if more than one employee posts for the vacancy.

14.5 Work unit classifications are as follows:

A. **Criminal Division**

1. Detective

B. **Patrol Division**

1. Sergeant
2. Deputy Sheriff
3. Civil Process Server
4. Transport Officer

C. **Court Security Division**

1. Court Security Officer (wages, hours, benefits, working conditions, etc., subject to Article XXI of this agreement)

14.6 **Job Posting.** Whenever a vacancy occurs or it is known that a promotion or a new position will be created, the vacancy shall be posted on all bulletin boards for a period of five (5) workdays, excluding Saturday, Sunday and holidays.

14.61 Qualified Employees may apply for such position during this period by signing the posting.

14.62 All qualified Employees seeking a change in classification shall be tested and shall be subject to examination by the Civil Service Commission.

14.63 All vacant bargaining unit positions not filled by the posting procedure shall be filled from established position eligibility lists approved by the Civil Service Commission and provided by the Human Resources Department.

14.64 The Sheriff shall establish and modify minimum qualifications for all positions. Minimum educational requirements shall apply only

to those persons hired on or after January 1, 1994. This section shall not limit Employee's rights under Section 15.1 of this contract.

14.7 **Layoff and Recall.** In the event that the Employer reduces its work force, the following shall apply:

- 14.71 When it is necessary to layoff an employee in a classification, the Employee with the least seniority in that classification shall be laid off first, providing that the remaining Employees are qualified to carry on the Employer's usual operation.

The employee who is to be laid off will be allowed to bump a less senior employee in a different classification provided the employee who is bumping is able to perform the operations of that classification, qualifies for the position under Civil Service requirements, and is able to meet the certifications required by the department. The employee who is being bumped will be afforded the same bumping opportunity.

If an employee cannot or chooses not to bump a less senior employee, the employee will be placed on layoff for a period of up to fifteen (15) months.

- 14.72 When the County chooses to fill a vacancy on a regular, on-going basis while there is an employee on layoff, first consideration will be given to an employee who is on layoff from that classification, provided that employee possesses the needed qualifications.

If there is no employee on layoff from a position which management chooses to fill on a regular basis, equal consideration will be given to employees who are actively employed who sign the job posting and employees on layoff. Consideration will be given to employee's skill, ability and seniority. Where all factors are substantially equal, the employee with the greatest seniority will be entitled to preference.

- 14.73 An employee will be notified of recall to a position by certified mail. Employees shall notify the County of any change of address while on layoff and shall lose all seniority after a failed attempt to notify the employee of recall as a result of an out-of-date address.

- 14.74 An Employee must notify the County of his/her intent to return to work from layoff within three (3) days of receipt of the recall letter, exclusive of Saturdays, and Sundays and holidays. The employee will be required to return to work within seven (7) calendar days after receipt of the recall letter. This seven (7) day period will be extended up to a maximum of fourteen (14) calendar days if the employee



needs that time to give notice to a present employer or other mutually agreed upon reason.

This time period may be extended by the County if the return to work date is determined to be beyond the one or two week period described herein.

- 14.75 Employees laid off under this Section shall retain all seniority rights for a period of fifteen (15) months, provided that they respond to any request to return to work made during this time.
- 14.8 An Employee who quits, is discharged for just cause, is absent from work for three (3) consecutive working days without notification to the Employer (unless unable to notify for physical or other legitimate reasons) or fails to respond within three (3) days or report to work within seven (7) calendar days after having been recalled from layoff by certified mail, shall lose prior seniority rights, except if reinstated under Article XV.
- 14.9 A seniority roster shall be posted by division and department and be brought up-to-date on March 1 and September 1 of each year. The roster shall list all of the Employees in the bargaining unit and shall show the number of months of credited seniority.

#### **ARTICLE XV GRIEVANCE PROCEDURE**

- 15.1 **Grievance.** A grievance is defined as any matter involving the interpretation, application or enforcement of the terms of this Agreement.
- 15.2 **Procedure.** Grievances shall be presented in the following manner: (Time limits set forth shall be exclusive of Saturday, Sunday or holidays.)
- 15.21 The Employee and/or the Grievance Committee representative shall take the grievance up orally with the Employee's immediate supervisor within twenty (20) days after the Employee knew or should have known of the event-giving rise to the grievance. The Supervisor shall attempt to make a mutually satisfactory adjustment of the matter and in any event shall be required to give an answer within seventy-two (72) hours.
- 15.22 The grievance shall be considered settled in 15.21 unless within five (5) days from the date of the supervisor's answer the grievance is presented in writing to the Chief Deputy. The Chief Deputy shall attempt to make a mutually satisfactory adjustment of the matter and in any event shall be required to give an answer within seventy-two (72) hours.
- 15.23 The grievance shall be considered settled in 15.22 unless within five (5) days from the date of the Chief Deputy's written answer the

grievance is presented in writing to the Human Resources and Labor Negotiations Committee. The Human Resources and Labor Negotiations Committee shall meet within two (2) weeks after receipt of the grievance and shall submit a written answer to the Grievance Committee, the Employee or his representative within five (5) days.

- 15.3 **Arbitration.** If a satisfactory settlement is not reached as outlined in 15.23 above, the Association may, within ten (10) days after the last response in writing is received or due, appeal the grievance to arbitration by written notification to the County Human Resources Director that the Association is appealing the grievance to arbitration. Within fourteen (14) calendar days of giving such notice to the Human Resources Director, the Association and the Human Resources Director shall select a staff member of the Wisconsin Employment Relations Commission (WERC) and shall jointly request the WERC to appoint that person as the arbitrator to hear the grievance. The decision of the arbitrator shall be final and binding on both parties. In rendering the arbitrator's decision, the arbitrator shall neither add to, detract from, nor modify any of the provisions of this Agreement.

The selection of the WERC staff member shall be as follows: Each party shall submit the names of three (3) WERC staff members; if both parties submit the same name, that person will be considered the selected staff member; if there are no matches, one of the names will be drawn by lot and discarded from further consideration, and the parties will alternatively strike (the order determined by a coin toss) from a list of remaining names until one name remains, who will then be considered the selected staff member.

- 15.31 **Costs.** Each party shall share equally the cost, if any, of the arbitrator.
- 15.32 The filing party in arbitration requests will pay the W.E.R.C. fee.
- 15.33 **Time Limits.** Time limits set forth in this Article may be extended by mutual agreement in writing.
- 15.4 **Payment of Employees.** The County will allow the grievant, two (2) Association officers and any witness's time off from work with pay for attendance at grievance hearings. The County will allow individuals named in the complaint and mutually agreeable witness's time off from work with pay for attendance at court hearings involving litigation between Dodge County and Association Employees of the County.

## ARTICLE XVI UNIFORM ALLOWANCE

- 16.1 The County shall furnish the following to new Employees:

Detective/Patrolman/Civil Process Server: Badges (without individual's name), leather goods, handcuffs and gun.

Employees shall be responsible for items listed above and return them to the County upon termination of employment.

- 16.11 All uniformed personnel shall be furnished (1) one extra badge.
- 16.2 Each regular Employee shall receive an annual cash allowance for the purchase of uniforms in the amount of seven hundred dollars (\$700.00) to be paid on the first payroll of the year in 2020 through direct deposit.
- 16.3 All newly hired Employees shall receive a proration of their first annual uniform allowance at the time of hire and in addition two hundred dollars (\$200.00).
  - 16.31 Employees transferring from a non-uniform position to that of an uniformed position shall receive one hundred twenty five dollars (\$125.00) extra clothing allowance as well as an advance on their next annual clothing allowances.
- 16.4 The uniform allowance as noted above shall be used for replacement, repair and dry cleaning of uniform clothing, caused by normal wear, and not for replacement and/or repair of County owned leather goods and equipment.
- 16.5 If the uniform, equipment or personal belongings of the Employee is damaged, broken or destroyed in the course of their duties, said articles shall be given to the County. The County shall repair or replace such articles at their value when purchased at no cost to the Employee; not to be deducted from the uniform allowance excluding cosmetic and jewelry items. Watches are limited to \$40.00 and glasses \$100.00
- 16.6 If an Employee terminates employment during the year, the uniform allowance shall be prorated and if any Employee has used more than the prorate, he shall repay the County the difference.
- 16.7 If the Sheriff's Office changes the full Class A or Class B uniform within five (5) years of a full change, then the County shall provide employees with two hundred dollars (\$200.00) in additional uniform allowance for that year.

## **ARTICLE XVII**

### **MILEAGE REIMBURSEMENT**

#### **17.1 Car Travel.**

The current mileage reimbursement rate shall be the rate as approved by the Dodge County Board of Supervisors. In the event the Dodge County Board of Supervisors increases the mileage reimbursement rate, the new rate will be implemented for members of the bargaining unit on the effective date of approval.

**ARTICLE XVIII**  
**EDUCATIONAL REIMBURSEMENT**

- 18.1 The Employer will reimburse certain educational costs and expenses for Employees participating in courses approved by the Sheriff during the term of this Agreement to the following extent:
- 18.11 The Department must approve the course in advance as a participating course.
- 18.12 The Employer will contribute two-thirds (2/3) of the cost of the tuition to a maximum of five hundred dollars (\$500.00) per year.
- 18.13 The Employer shall contribute two-thirds (2/3) of the cost of books and supplies for approved courses.
- 18.14 Payment of such reimbursement portion of the Employer's contribution will be made to the Employee involved as soon as possible following evidence of satisfactory completion of the course, defined as a Grade C or better.

**ARTICLE XIX**  
**STRIKE OR LOCKOUT**

- 19.1 During the term of this Agreement, the parties hereto agree not to engage in any strike or lockout or support same in any way. The parties recognize provisions of Wisconsin Statutes prohibiting strikes by public employees. In the event any Employee who is a member of the unit shall violate this Section and shall not immediately return to work when directed by the Employer, such Employee or Employees may be summarily dismissed and such dismissal shall not be subject to any grievance procedure as contained in this Agreement. Such action shall, in addition, not bar the Employer from any further action.

**ARTICLE XX**  
**MISCELLANEOUS**

- 20.1 Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Association and the County shall negotiate any areas found in violation.
- 20.2 Retroactive pay will be on a separate check.
- 20.3 Vacation and sick leave accrue to the individual and are non-transferable.
- 20.4 The County and the Association have agreed that the County may establish a mandatory drug testing policy that includes pre-employment, random and for cause testing.

## **ARTICLE XXI COURT SECURITY OFFICERS**

This Article is only applicable to Court Security Officers. Court Security Officers are Sheriff's Office employees in the Court Security Division who serve at the pleasure of the Chief Judge. These employees will accumulate seniority with respect to this position for paid hours determined based on the rate of 173.3 hours for each month seniority. Current employees of the Sworn Bargaining Unit within the Sheriff's Office will be made aware of any Court Security Officer open positions through posting of a notice of the vacancy, and will be given first consideration for such openings on the condition that they terminate their employment and be re-hired for the open position. There will be a one (1) year probationary period.

These employees will work flexible schedules determined by the Chief Judge, not to exceed forty (40) hours per week. Any hours worked in excess of eight (8) hours per day will accumulate at straight rate into a bank of compensatory time. Employees will be responsible for using up compensatory time for hours not worked up to eight (8) hours per day, and will not be allowed to carry over hours from one (1) calendar year to the next. All compensatory time accounts will be paid out to the Employees on the last paycheck in December unless scheduled for and used on or before December 31.

Current law enforcement certification is a pre-requisite for this position. The County will provide for, and the employee is required to successfully participate in, minimum training as set forth by Wisconsin State Statutes. The employee will also be required to successfully participate in firearms training as determined by the Sheriff. Inability to satisfactorily participate in any training will be cause for termination of employment.

Employees in the Court Security Officer position will not be eligible for posting into any other position in the Sheriff's Office. Employees "transferring" into this position from another position will not be eligible for a sixty (60) day trial period.

Layoff and recall rights will exist specific to this position. Employees will not be allowed to bump into other Sheriff's Office positions, nor will other employees be allowed to bump into this position.

Employees are eligible for pro-rated uniform allowance in relation to regularly scheduled hours, payable on or before January 7 of the following year. Employees are eligible for a prorated amount as described in Section 16.7. Employees are not eligible for new-hire uniform allowance (16.3). The County will provide a gun, gun belt, walkie-talkie, and a badge for use by the Court Security Officers. This position does not require a vehicle assignment.

The wage for this position are identified in the wage appendix as Security Officer I and II. Employees regularly scheduled to work less than an average of twenty (20) hours per week over a one year period will not be entitled to benefits. Employees regularly scheduled to work an average of twenty (20) or more hours per week over a one (1) year period may be eligible for the following benefits:



- Health insurance. Eligibility begins as of the first of the month following date of hire. (Current Sworn Bargaining Unit employees who "transfer" to this position, including by retirement, are considered to have continued eligibility with no interruption.) Employee contributes on a pro-rated basis determined by the number of hours worked in relation to full-time employment.
- Dental Insurance. Newly hired part-time employees, and "transferring" employees currently enrolled in the Dental Plan, who wish to participate in the Dental Plan may do so by paying a pro-rated contribution amount. All coverage, etc., remains the same as for full-time employees.
- Wisconsin Retirement Fund. Employees are eligible for participation in the Wisconsin Retirement Fund based on eligibility requirements established by the Wisconsin Department of Employee Trust Funds. Current rules provide that an annuitant who wishes to return to work for an employer covered by the Fund can do so and may elect to participate again in the Fund if he/she exceeds his/her established earnings limit, but by doing so loses the current annuity payments.
- Life Insurance. Part-time employees may be eligible for the Life Insurance benefit based on participation in the Wisconsin Retirement Fund, with eligibility determinations made by the Department of Employee Trust Funds.
- Holidays. Part-time employees will be eligible for pro-rated Holiday pay, provided the employee works in the pay period in which the holiday falls. Pay for such holidays will be pro-rated based on the number of hours he/she is normally scheduled to work.

Court Security Officers are not eligible for vacation benefits, sick leave benefits, leaves of absence (except statutory leaves of absence), longevity pay, call-in pay, stand-by pay, or education benefits. No other benefits are implied by omission.

## ARTICLE XXII TERMINATION AND DURATION

- 21.1 This Agreement shall be effective as of the 1st day of January, 2020 and shall remain in force and effect through December 31, 2020 and shall automatically renew itself from year to year unless either party notifies the other in writing on or before August 1, 2020 or August 1 of any subsequent year that it desires to alter or amend this Agreement.

This Agreement shall remain in full force and effect during negotiations unless either party shall give notice of termination as hereinafter provided.


- 21.2 Either party may at any time give to the other party written notice of its intention not to extend the term of the Contract. Such notice must be submitted at least ten (10) days prior to the intended date after which the Contract term will not be extended and in no instance can the term expire prior to December 31, 2020.

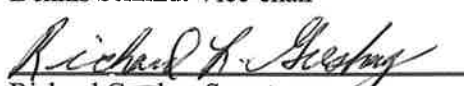
Executed this 4th day of May, 2020.



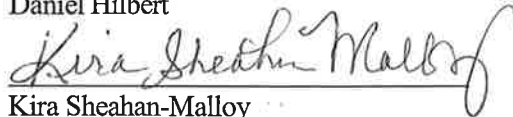
**FOR DODGE COUNTY  
HUMAN RESOURCES AND LABOR  
NEGOTIATIONS COMMITTEE**

  
Joseph Marsik Chair

  
Dennis Schmidt Vice-chair

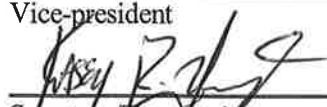
  
Richard Greshay Secretary

  
Daniel Hilbert

  
Kira Sheahan-Malloy

**FOR DODGE COUNTY SHERIFFS  
DEPARTMENT EMPLOYEES  
LOCAL 120, LAW**

  
President

  
Vice-president

  
Secretary/Treasurer

  
Ben Barth, LAW Representative

# APPENDIX "A"

SWORN EMPLOYEES - LOCAL 120, LAW, Inc.								
EFFECTIVE: January 1, 2020								
3.0%			START					
	PAY		STEP	6 MOS.	18 MOS.	30 MOS.	42 MOS.	54 MOS.
CLASSIFICATION	GRADE	HRS/WK	1 <sub>st</sub>	2M06	3M18	4M30	5M42	6M54
Sergeant	SSU09	40				32.00	33.44	34.75
	SSU08	37.5				33.44	34.84	36.18
Detective	SSU06	40	32.11	32.54	32.98	33.44	34.84	36.18
	SSU06	37.5	32.11	32.54	32.98	33.44	34.84	36.18
Deputy Sheriff	SSU04	37.5	30.59	31.05	31.51	31.94	32.90	33.84
Process Server	SSU04	40	30.59	31.05	31.51	31.94	32.90	33.84
Transport Officer	SSU04	40	30.59	31.05	31.51	31.94	32.90	33.84
Security Officer I	SSU01							19.72
Security Officer II	SSU02							22.00
Deputy in Training	SSU10	70% of the Deputy Sheriff Stating Step						21.41

**MEMORANDUM OF UNDERSTANDING BETWEEN  
DODGE COUNTY AND THE LABOR ASSOCIATION OF WISCONSIN, LOCAL 120**

**CIVIL SERVICE COMMISSION LANGUAGE IN THE  
2020 DODGE COUNTY SHERIFF'S DEPARTMENT SWORN EMPLOYEES  
COLLECTIVE BARGAINING AGREEMENT**

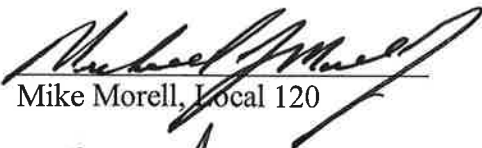
Dodge County and the Labor Association of Wisconsin, Local 120 agree as follows:

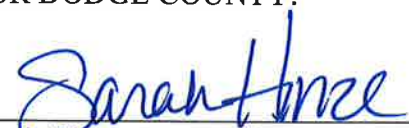
1. The term of this Memorandum of Understanding is from the final ratification date of the 2020 Collective Bargaining Agreement until December 31, 2020. This Memorandum of Understanding shall continue beyond December 31, 2020 and shall renew unless specifically agreed to by the parties in writing.
2. The parties agree that, as it relates to hiring, the language of Article I, Article XIV, Subsections 14.63, 14.64, and 14.71, and all other references throughout the Agreement involving the civil service program and civil service commission shall not be adhered to by the parties during the term of this MOU, except such language shall only be applicable to the promotion process involving bargaining unit members for applicable positions during the term of this MOU.
3. The parties further agree that both parties reserve any rights to pursue a declaratory ruling petition to determine whether language within Article I, and Article XIV, Subsections 14.63, 14.64, and 14.71 involving the civil service requirements, ordinance, and civil service commission constitute mandatory subjects of bargaining. The parties agree to follow the outcome of that final decision and to amend the applicable language of the 2020-2022 Collective Bargaining Agreement accordingly if the language is not found to constitute a mandatory subject of bargaining.

Dated at Juneau, Wisconsin this day 4<sup>th</sup> of may, 2020.

FOR THE ASSOCIATION:

FOR DODGE COUNTY:

  
Mike Morell, Local 120

  
Sarah Hinze, Human Resources Director

  
Ben Barth, LAW Representative

  
Joseph Marsik, Human Resources and Labor  
Negotiations Committee, Chair